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**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REVOCABLE LICENSE**

Southeast Community Center

(License # _____)

THIS REVOCABLE LICENSE (this “**License**”), dated for reference purposes only as of _____, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”), acting by and through its Public Utilities Commission (“**SFPUC**”), and _____, a _____ (“**Licensee**”). City and Licensee are sometimes collectively referred to in this License as the “**Parties**” or singularly as a “**Party**.”

RECITALS

A. City, under the jurisdiction of the SFPUC, owns and operates the Southeast Community Center, located at 1550 Evans Avenue, Building No. 1, in San Francisco, California (the “**SECC**” or the “**Building**”), which provides programming in part to mitigate the environmental and social impacts of the SFPUC’s Southeast Treatment Plant’s expansion in the 1970’s and 1980’s, for the benefit first of the residents of the Bayview-Hunters Point community and surrounding District 10 neighborhoods, and then the greater San Francisco community (the “**Local Community**”). The SECC is a hub for the Local Community to gather, learn, play, and grow, and serves as a connection between the Local Community and the SFPUC. The Building, the land on which the Building is located, and all other improvements on and appurtenances to the land are referred to collectively as the (“**Property**”).

B. City, through the SFPUC, issues below-market rent leases and licenses for office space and workstations on the third floor to non-profit corporations (“**Resident Partners**”). The third floor of the SECC consists of three separate office suites, two classrooms, one conference room, a break room, a copy room, common areas, and a “**Community Hub**” located within Suite 301-A consisting of an open plan office suite with nine workstations and two conference rooms. Each workstation in the Community Hub consists of one desk, one side cabinet, one office chair, and an enclosure (collectively, a “**Workstation**”).

C. City desires to license two assigned Workstations in the Community Hub to Licensee for general office purposes and Licensee’s administration of drop-in and pre-registered [*choose one or more:* economic development OR environmental justice and advocacy OR financial empowerment OR health and well-being OR workforce development and education OR senior, youth, and family] programs, at the SECC for a minimum of 720 hours per year (approximately 15 hours per week) that are free of charge and open first to the residents of the Bayview-Hunters Point community and surrounding District 10 neighborhoods, and then to the greater San Francisco community (“**Local Community Services**”).

NOW, THEREFORE, IN CONSIDERATION of the foregoing Recitals, which are incorporated into this License by this reference, the mutual covenants and obligations of the parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Licensee agree as follows:

BASIC LICENSE INFORMATION

The following is a summary of basic license information (the “**Basic License Information**”). Each item below incorporates all of the terms in this License related to that item. If there is any conflict between the information in this Section and any more specific provision of this License, the more specific provision will control.

<u>Basic License Term Section Reference</u>	<u>Summary of License Provision</u>
License Reference Date:	_____
Licensor or City:	CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Public Utilities Commission
Licensee:	_____
Building (Recital A):	The Southeast Community Center building owned by City, under the SFPUC’s jurisdiction, located at 1550 Evans Avenue, Building 1, San Francisco, California, and as shown on the site plan attached as <u>Exhibit A</u> .
License Area (Section 1):	Workstations No. ___ and No. ___ in Suite 301-A on the third floor of the Building, as shown on the floor plans attached as <u>Exhibit B</u> . Parking is not included with the use of the License Area.
Term (Section 4):	Month-to-month, not to exceed three (3) years after the Commencement Date, unless sooner terminated pursuant to <u>Section 4</u> . Actual Commencement Date: _____
Use Fee (Section 5):	Year 1: \$11,112.00 per year or \$926.00 per month Year 2: \$11,445.36 per year or \$953.78 per month Year 3: \$11,788.68 per year or \$982.39 per month
Use Fee Adjustment Dates (Section 6):	As indicated above, on each anniversary of the Commencement Date, the annual Use Fee will be adjusted to increase the then-current annual fee by three percent (3%) of the annual fee for the year preceding.

<p>Permitted Use (Section 2):</p>	<p>Licensee may access the Building and License Area and use the License Area for general office purposes and to administer Licensee’s Local Community Services. Licensee may access and use the Third Floor Meeting Rooms to provide Licensee’s Local Community Services and to provide other programs by Licensee if approved by the SFPUC in its sole discretion, and for no other purpose.</p>
<p>Utilities and Services (Section 14):</p>	<p>City at its cost will provide standard utilities and services as specified in Exhibit D, including janitorial, refuse removal, pest control, and routine Building systems maintenance.</p>
<p>Security Deposit (Section 3):</p>	<p>\$3,000</p>
<p>City’s Notice Address (Section 37):</p>	<p>San Francisco Public Utilities Commission Real Estate Services Division 525 Golden Gate Avenue, 10th Floor San Francisco, California 94102 Attn: Real Estate Director Re: 1550 Evans Avenue – Community Hub License Telephone: (415) 487-5210</p>
<p>with a copy to:</p>	<p>Southeast Community Center 1550 Evans Avenue San Francisco, California 94124 Attn: Executive Director Telephone: (415) 821-2043 ERogersPharr@sfgwater.org</p>
<p>and to:</p>	<p>Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102-4682 Attn: Real Estate & Finance Group Re: 1550 Evans Avenue – Community Hub License Telephone: (415) 554-6760</p>
<p>Key Contact for City:</p>	<p>Emily Rogers-Pharr Executive Director, Southeast Community Center Telephone: (415) 821-2043 ERogersPharr@sfgwater.org</p>
<p>Alternate Contact for City:</p>	<p>Rashida Washington Deputy Executive Director, Southeast Community Center</p>

	Telephone: (415) 821-1534 RWashington@sfgwater.org
Licensee’s Notice Address (<u>Section 29</u>):	
Key Contact for Licensee:	
Telephone No.:	
Alternate Contact for Licensee:	
Telephone No.:	
Other Noteworthy Provisions:	<u>Section 29</u> (Special Provisions)

EXHIBITS:

- Exhibit A:** Site Plan of the Building and the Property
- Exhibit A-1:** Community Hub
- Exhibit B:** License Area Workstations
- Exhibit C:** Third Floor Meeting Rooms and Community Hub Conference Rooms
- Exhibit D:** Standard Utilities and Services
- Exhibit E:** Building Rules and Regulations
- Exhibit F:** Intentionally Omitted
- Exhibit G:** Reporting Requirements
- Exhibit H:** Internet Usage Rules and Regulations

1. **License.** City grants to Licensee a revocable, personal, nontransferable, nonexclusive, and nonpossessory privilege, for the limited purpose and subject to the terms, conditions, and restrictions set forth in this License, to access and use Workstations Nos. ___ and ___, located within Suite 301-A on the third floor of the Building (the “**License Area**”), as shown on the floor plans attached as **Exhibit A-1**, together with the non-exclusive right to use with other licensees, tenants, and invitees of the Building, (i) the lobbies, corridors, elevators, stairways, restrooms, copy room, lactation room, and break room located on the third floor of the Building, and other public areas of the Building and Property, (ii) subject to availability through a reservation system maintained by the SFPUC, the Third Floor Meeting Rooms (as defined below), (iii) the open plan areas of Suite 301-A, including the Community Hub Conference Rooms (as defined below) on a first-come first serve basis, and (iv) fee based photocopier/scanner machines located on the third floor of the Building (“**Common Area Office Equipment**”) (collectively, the “**Common Area(s)**”). PARKING IS NOT INCLUDED WITH THIS LICENSE. The Common Areas are further described in the attached **Exhibit B**, and the Third Floor Meeting Rooms are described in the attached **Exhibit C**.

(a) **Workstation.** Each Community Hub Workstation consists of one (1) desk, one (1) side cabinet, one (1) office chair, and a workstation enclosure owned by City. Licensee has inspected each assigned Workstation and accepts them in their “As-Is,” with all faults, condition.

(b) Non-Exclusive Use of Third Floor Meeting Rooms and Community Hub Conference Rooms. Subject to availability and terms of use through the SFPUC reservation system, Licensee may have non-exclusive occasional use of Copra Crane Conference Room #302, Shipyard Classroom #315, and Islais Creek Classroom #328 (together, the “**Third Floor Meeting Rooms**”). Conference Room #305 and #306 located inside the Community Hub (“**Community Hub Conference Rooms**”) will be available on a first-come, first-served basis only to licensees who have assigned Workstations in Suite 301-A. The Third Floor Meeting Rooms and Community Hub Conference Rooms are further described on the floor plan attached as **Exhibit C**. Use of the Third Floor Meeting Rooms will be subject to availability and scheduled through the Building’s reservation system and governed by the SECC reservation policies and procedures. Licensee must promptly vacate the Third Floor Meeting Rooms after their scheduled time and leave them in a clean and organized condition. City may change the reservation system, fees, availability, and rules governing the use of the Third Floor Meeting Rooms at any time at its sole discretion.

(c) Non-Exclusive Use of Common Office Equipment. Licensee may have non-exclusive use of the Common Area Office Equipment pursuant to a separate written agreement.

(d) Internet Access. The Building is designed as a wireless building, and Licensee must use its own laptops and cell phones and provide its own Wi-Fi 33 data connections. City will provide Wi-Fi 33 through a third-party provider for Building tenant use (the “**City Wi-Fi**”). When using the City Wi-Fi, Licensee will abide by the internet usage rules and regulations attached as **Exhibit H** [Internet Usage Rules and Regulations] (the “**Internet Rules**”), which City may amend from time to time, in its sole discretion. A breach of the Internet Rules will constitute a default under this License. City has no responsibility for any disruption or outages in the provision of internet access or the failure of other tenants to comply with the Internet Rules. Licensee’s use of the City Wi-Fi without incurring any additional charge is limited to ten (10) megabytes at any one time and ten (10) gigabytes of data per month. In the event Licensee exceeds ten (10) megabytes at any one time or ten (10) gigabytes per month, City may suspend Licensee’s access to the City Wi-Fi and may charge Licensee a fee of \$100 per gigabyte or any portion thereof. As an open concept collaborative Building, no hard-wired telephone or data wiring is provided by City. Licensee will not have access to the Building’s wiring Main Point of Entry (“**MPOE**”) or the intermediate distribution frame (“**IDF**”) closet on the third floor of the Building without the express written consent of City, which consent may be withheld or conditioned by City in its sole discretion. Notwithstanding the foregoing, City will provide access to the MPOE for purposes of Licensee’s installation of separate facilities, equipment, and wiring subject to City’s conditions, including the following: **(a)** any installation(s) will be at Licensee’s sole expense; **(b)** City will have approved the wire labeling; **(c)** upon expiration of the Term or earlier termination of the License, Licensee will **(i)** with City’s review and approval, remove any installed facilities, equipment and wiring from the Building if the same are not being used by any other tenant in the Building, and **(ii)** repair any damage to the Building and the Premises resulting from the installation, presence, or removal of such facilities, equipment or wiring; **(d)** Licensee will increase its Security Deposit in an amount sufficient to cover any ceiling tile damage and any other liabilities, as determined by City; and **(e)** City must have approved Licensee’s proposed contractor. Licensee will use its own cell phones in accordance with City’s rules and regulations regarding the Common Areas and open concept areas of the Building. Licensee is solely responsible for paying for its telephone connections and costs.

(e) **City Access.** The rights and activities of Licensee under this License are subordinate at all times to City's existing and future use of the License Area, the Community Hub, the Building, or any City property located within, upon, or about the License Area for its own purposes or any other purpose. Accordingly, the License Area must be maintained at all times so that it is readily accessible to City. At any time, City and its employees, contractors, and agents may enter or inspect the License Area for any purpose.

2. **Permitted Use.** Licensee may access and use the License Area for general office purposes, to administer Licensee's Local Community Services, and for no other purpose. Licensee may access and use the Third Floor Meeting Rooms to provide Licensee's Local Community Services and to provide other programs by Licensee if approved by the SFPUC in its sole discretion, and for no other purpose. Licensee may not use contractors to deliver Licensee's Local Community Services without prior approval from City. This License gives Licensee a license only, revocable at any time at the will of City, and nothing in this License constitutes a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in the License Area or Common Areas, or any portion of it. The privilege given to Licensee under this License is effective only to the extent of City's rights in the License Area, and Licensee will obtain any further permission necessary because of any other existing rights affecting the License Area. Licensee acknowledges that the privilege given under this License is limited strictly to the License Area and grants neither Licensee or any of its members, Agents, or Invitees (such terms defined in Section 12 [Exercise of Due Care; Notification of Threats and Damage] below) any rights to use other areas in the Building or the parking areas.

All use of the License Area and Common Areas by Licensee and its Agents and Invitees will be subject to the terms, conditions, and restrictions described in this License, including the Building Rules and Regulations attached to this License as **Exhibit E** and any applicable federal, state, or local Laws (defined in Section 18 [Compliance with Laws] below).

3. **Security for Performance.** Before the Commencement Date, Licensee shall deposit with City the sum of Three Thousand Dollars (\$3,000) ("**Security Deposit**") to secure Licensee's faithful performance of all terms and conditions of this License, including its obligation to surrender the License Area in the condition required by this License. The Security Deposit must be in the form of cash or check. At its sole option, City may retain, use, or apply all or part of the Security Deposit to pay for any sum due under this License that is not paid when due, and to recover any loss and pay any amount that City may expend as a result of Licensee's failure to fulfill its obligations under this License. City's obligations with respect to the Security Deposit are solely that of debtor and not trustee. City will not be required to keep the Security Deposit separate from its general funds, and Licensee is not entitled to interest on the Security Deposit. Neither the payment nor the amount of the Security Deposit will limit Licensee's obligations under this License. If City uses, applies, or draws upon all or any portion of the Security Deposit, Licensee will restore the Security Deposit to its original amount within ten (10) days following City's written demand.

4. **Term of License; Revocability.** The privilege given to Licensee under this License is temporary only and will begin on the Commencement Date, continuing on a month-to-month basis, not to extend beyond the date that is three (3) years after the Commencement Date ("**Expiration Date**"), unless sooner terminated (together with the Commencement Date, the "**Term**"). Without limiting any of their rights under this License, either Party may revoke this License, without cause or penalty, upon thirty (30) days' written notice to the other Party at any time before the Expiration

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Date. If City revokes the License, City will have no obligation to refund any part of any fee or other charge paid under this License or pay any consideration to Licensee, except for any used portion of the Security Deposit. Immediately following the expiration or termination of this License, Licensee will remove all debris and restore the License Area to its condition immediately before Licensee's use, to the satisfaction of City.

If Licensee continues to operate in the License Area after the Expiration Date with the express consent of City, then Licensee's use will be construed to automatically extend the Term of this License on a month-to-month basis on the terms and conditions of this License, as applicable (e.g., except for those pertaining to the Term). Any continued use of the License Area after the expiration or termination of this License without City's consent will be at a monthly use fee equal to One Hundred Fifty Percent (150%) of the use fee as calculated on the Commencement Date, and will constitute a default by Licensee and entitle City to exercise any or all of its remedies as provided in this License or at law or in equity, even if City elects to accept one or more payments of the monthly use fee.

5. Monthly Use Fee. Beginning on the Commencement Date and throughout the term of this License, Licensee must pay to City a use fee in consideration of Licensee's use of the License Area. On the Commencement Date, the use fee payable will be the amount of Nine Hundred Twenty-Six Dollars (\$926) per month ("**Use Fee**"). The Use Fee must be paid to City in advance, without prior demand and without any deduction, setoff, or counterclaim whatsoever, before the Commencement Date and on or before the first day of each calendar year thereafter. The Use Fee for any partial month will be prorated on the basis of a 30-day month. All sums payable by Licensee to City pursuant to this License must be paid in cash or by good check to:

San Francisco Public Utilities Commission
Customer Service Bureau, Attn: Real Estate Billing
525 Golden Gate Avenue, 3rd Floor
San Francisco, California 94102
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or such other place as City may designate in writing. **City's acceptance of a third-party check or other payment will not be deemed as City's acceptance or acknowledgement of any assignment of this License and will not be deemed to establish a relationship between City and that third party. Any sum tendered by a third party will be deemed a Use Fee tendered on behalf of Licensee and not on behalf of the third party, regardless of whether it contains a restrictive endorsement.**

6. Annual Increases. On each anniversary of the Commencement Date (the "**Adjustment Date**"), the annual Use Fee will be adjusted to increase by three percent (3%) of the annual fee for the year preceding such Adjustment Date.

7. Late Fees. Licensee acknowledges that late payment by Licensee to City of the Use Fee or other sums due under this License will cause City to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include processing and accounting charges. Accordingly, if the Use Fee or any other sum due from Licensee is not received by City within fifteen (15) days after such amount is due, Licensee will pay to City a late charge of One Hundred Fifty Dollars (\$150). The Parties agree that such late

charge represents a fair and reasonable estimate of the costs City will incur because of any late payment by Licensee. Acceptance of such late charge by City neither constitutes a waiver of Licensee's default with respect to such overdue amount, nor prevents City from exercising any of the other rights and remedies available to City.

8. Covenant to Provide Continuous Operations. Licensee will use the License Area for the Permitted Use (defined in Section 2 [Permitted Use] above) in the License Area continuously and uninterruptedly throughout the Term; provided, however, that Licensee may cease operations during (a) City and County of San Francisco legal holidays; (b) repairs following damage or destruction to the License Area; and (c) strikes, lockouts, inclement weather, labor disputes, inability to obtain labor, materials, fuels, energy or reasonable substitutes therefor, governmental restrictions, regulations, controls, actions or inactions, civil commotion, fire or other acts of God, national emergency, acts of war, or terrorism, or other cause beyond the reasonable control of Licensee, except financial inability (collectively, "**Temporary Closures**"). Licensee will continue to operate the Permitted Use in the License Area to the extent reasonably practicable during any period of reconstruction, alteration, or repair of the License Area, Common Areas, and/or the Building.

9. Building Closure. Notwithstanding anything to the contrary in this License, City may require Licensee to temporarily suspend its operations in the License Area due to a pandemic or other similar health and safety reason or governmental orders related to a pandemic. If City determines at its sole discretion that the Building will be closed to the general public for an anticipated period in excess of thirty (30) days and Licensee's use of the License Area should also cease for such period, City will notify Licensee, this License will be suspended, and City and Licensee will not have any obligations under this License, including payment of Use Fee, during the term of the Building closure. The SFPUC General Manager will notify Licensee in writing ("**Building Closure Notice**") of the date of the Building closure and estimated reopening. Only such official Building Closure Notice will suspend the License. Any such suspension will not constitute an eviction of Licensee, constructive or otherwise, or impose on City any liability whatsoever, including liability for damages of any kind.

10. No Alterations Without City's Prior Written Approval. Licensee will not construct or place any temporary or permanent structures, improvements, equipment, debris, or fixed personal property in, on, under, or about the License Area or Building, or make any alterations to the License Area or Building, or modify, add to, repair, or replace any existing structures or improvements within the License Area or the Building (collectively, "**Alterations**") without City's prior written approval, which may be given or withheld in City's sole discretion. Prior to the commencement of any Alterations, Licensee will submit to City a written description (and, if City requests, plans and specifications) of the location and design of the proposed Alterations, and obtain City's prior written approval and construction permits from City's Department of Building Inspection, as required.

Licensee acknowledges that the installation of any Alterations, as approved by City, will not in any way limit City's right to revoke this License or limit any of City's other rights under this License or at law or in equity.

Licensee will be solely responsible for maintaining all Alterations, as approved by City, in good and safe condition, and City will have no duty whatsoever for any maintenance of any Alterations.

Licensee must document the condition of the License Area before the commencement of any Alterations, as approved by City, through the use of photographs, maps, and any other appropriate documentation to provide a pre-work baseline to monitor impacts. Licensee will consult with City to determine the appropriate documentation. Licensee will provide City with a copy of that documentation before the commencement of any approved Alterations.

Without limiting any of City's other rights under this License or otherwise, Licensee will promptly, at City's request, alter or remove at no cost to City all improvements or other property installed or placed in, on, under, or about the License Area by or for Licensee, as may be necessary to avoid any actual or potential interference with any public utilities now or later installed in, on, under, or about the License Area, with the maintenance or repair of the License Area or those utilities, or otherwise with any public trust uses or any other municipal operations or uses by City. In the event of an emergency, City may, at its sole option and without notice, alter, remove, or protect at Licensee's sole expense, any and all facilities, improvements, or other property installed or placed in, on, under, or about the License Area by Licensee.

11. Cooperation with City Personnel. Licensee and its Agents will work closely with City personnel to avoid disruption (even if temporary) of City property in, under, on, or about the License Area and the Building.

12. Exercise of Due Care; Notification of Threats and Damage. Licensee will use and will cause its respective agents, employees, representatives, contractors, and other or persons acting by or through any member of Licensee (collectively, "**Agents**"), and their respective invitees, guests, or business visitors (collectively, "**Invitees**") to use due care at all times to avoid any damage to the License Area, the Community Hub, the Common Areas, the Building, any City property, or property belonging to third parties located within, upon, or about the License Area. Licensee will follow all directions written or oral from City. Licensee will not overload any electrical outlets or exceed City's Fire Department's occupancy limitations for the License Area.

If any portion of the License Area, the Community Hub, the Common Areas, the Building, or any City property located within, upon, or about the License Area is damaged or threatened by Licensee's activities or any of Licensee's Agent's or Invitees' activities, Licensee will immediately notify City by telephone and in writing so that it may inspect and assess the threat or damage. City, at Licensee's sole cost, will take appropriate measures to eliminate such threat, repair any damage, and restore the License Area or property to its previous condition. Licensee will never interfere with or alter City's utilities.

13. Further Restrictions on Use; Duty to Notify of Hazardous Material Release. The following activities are strictly prohibited by Licensee, its Agents, and its Invitees in the License Area, the Community Hub, the Common Areas, the Building, or any City property located within, upon, or about the License Area:

- (a) the use of heavy equipment;
- (b) activities that may cause ponding or flooding;
- (c) the transport, use, generation, or disposal of any Hazardous Material, with the sole exception that Licensee may keep and use Hazardous Material in reasonably limited amounts as are customarily used for general office purposes (such as copy toner

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and other normal office and cleaning supplies) if used and stored in compliance with Laws (defined in Section 19 [Compliance with Laws] below);

- (d) any act that constitutes a waste, nuisance, or unreasonable annoyance; and
- (e) the placement of signs not preapproved by the City.

Licensee will not cause, nor will Licensee allow any of its Agents or Invitees (defined in Section 22 [Indemnity] below) to cause, any Hazardous Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, the Community Hub, the Common Areas, the Building, or any City property located within, upon, or about the License Area, or transported to, from, or over the License Area. Licensee will immediately notify City when Licensee learns of or has reason to believe that a release of Hazardous Material has occurred in, on, or about the License Area, the Community Hub, the Common Areas, the Building, or any City property located within, upon, or about the License Area. Licensee will further comply with all applicable Laws requiring notice of releases or threatened releases to governmental agencies and will take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee will promptly return the License Area to the condition immediately prior to the release, without cost to City, in accordance with all Laws, and using the highest and best technology available. In connection with any remedial action, Licensee will afford City a full opportunity to participate in any discussion or negotiations with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material, and any other abatement or cleanup plan, strategy, and procedure. Licensee will immediately notify City if Licensee learns or has reason to believe that a release of Hazardous Material has occurred, or is threatened to occur, in, on, or about the License Area, the Community Hub, the Common Areas, the Building, or any City property located within, upon, or about the License Area. For purposes of this License, the term “**Hazardous Material**” means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a “hazardous substance, pollutant or contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 *et seq.*, or pursuant to Section 78075 of the California Health & Safety Code or any other federal, state, or local Law; a “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos-containing materials whether or not those materials are part of the License Area or are naturally occurring substances in the License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing will not prohibit Licensee from traversing to, from, and across the License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term “**release**” or “**threatened release**” when used with respect to Hazardous Material will include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

14. Utilities and Services. At its sole cost, throughout the term of this License, City will provide basic utilities and services described in the attached Exhibit D (“**Standard Utilities and Services**”) to the License Area, subject to the terms and conditions stated in Exhibit D.

15. Security. At its sole cost, throughout the term of this License, City will provide at least two (2) security guards for the Building from 7:00 A.M. to 7:00 P.M. Monday through Friday of each week. City's provision of a security guard will not limit Licensee's waiver of claims pursuant to Section 23 [Waiver of Claims] below in any manner.

16. Baseline Condition. Licensee must document the condition of each Workstation prior to the Commencement Date through the use of photographs and any other appropriate documentation to provide a baseline to monitor Licensee's impacts. Licensee will consult with City to determine the appropriate documentation, and Licensee will provide City with a copy of that documentation before the Commencement Date.

17. Surrender. On the Expiration Date or within ten (10) days after any other termination of this License, Licensee will surrender the License Area in the same condition as received, and broom clean, free from hazards, and clear of all debris, and Licensee will remove all of its property from the License Area and any signs or any other improvements permitted under this License, and will repair, at no cost to City, any damage to the License Area caused by that removal. Licensee's obligations under this Section will survive any termination of this License.

18. Insurance. Licensee's compliance with the provisions of this Section will in no way relieve or decrease Licensee's indemnification or other obligations under this License. Licensee must maintain in force, during the full Term of this License, insurance in the amounts and coverages listed below that covers all members of Licensee for all operations and activities, regardless of fault or liability, in and around the License Area as follows:

(a) *[For Licensees providing Local Community Services to youth:]* Commercial general liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, fire damage legal liability (of not less than Fifty Thousand Dollars (\$50,000)), personal injury, and abuse and molestation coverage. The policy will include an endorsement for physical abuse and sexual molestation coverage with limits of not less than Two Million Dollars (\$2,000,000) each occurrence. *[For Licensees not providing Local Community Services to youth:]* Commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including contractual liability, independent contractors, broad-form property damage, fire damage legal liability (of not less than Fifty Thousand Dollars (\$50,000)), and personal injury.

(b) Worker's Compensation Insurance with Employer's Liability limits not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.

(c) Commercial Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable, if any member of Licensee uses automobiles in connection with its use of the License Area.

(d) Other insurance as is generally required by commercial owners of buildings similar in size, character, age, and location as the Building, as may change from time to time.

(e) **Additional Insured Endorsements.**

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(i) The Commercial General Liability policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(ii) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(f) **Waiver of Subrogation Endorsements.** The Workers' Compensation policy(ies) and all required liability policies must be endorsed with a waiver of subrogation in favor of City for all work performed by Licensee or its Agents.

(g) **Primary Insurance Endorsements.**

(i) The Commercial General Liability policy will provide that the policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(ii) The Commercial Automobile Liability Insurance policy will provide that the policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(iii) Reserved.

(iv) The policies will also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage will not reduce or void the coverage as to any insured and will afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(h) **Other Insurance Requirements.**

(i) Thirty (30) days' advance written notice will be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice will be provided to City. Notices will be sent to the City address set forth in Section 37 [Notices].

(ii) If any of the required insurance are provided under a claims-made form, Licensee will maintain coverage continuously throughout the Term of this License and, without lapse, for a period of three years beyond the expiration of this License, to the effect that, should occurrences during the License Term give rise to claims made after the expiration of the License, those claims will be covered by the claims-made policies.

(iii) If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the general annual aggregate limit, the general annual aggregate limit must be double the occurrence or claims limits specified above.

(iv) If any required insurance lapses during the Term of this License, requests for payments originating after the lapse will not be processed until City receives satisfactory

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evidence of reinstated coverage as required by this License, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this License effective on the date the insurance lapses.

(v) Prior to the Commencement Date, Licensee will furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII, or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Licensee and its contractors will submit or cause their respective insurance brokers to submit the requested information through the TenantShield insurance verification program designated by City or any successor program used by City for verification of Licensee and contractor insurance coverage. Approval of the insurance by City will not relieve or decrease Licensee's liability hereunder. If Licensee fails to procure the required insurance, or to deliver policies or certificates, at its option, City may procure the same for the account of Licensee, and Licensee will reimburse City for any costs paid by City within five (5) business days after delivery to Licensee of an invoice therefor.

(vi) If Licensee will use any subcontractor(s) or any other third party to perform the Local Community Services, Licensee will require the subcontractor(s) or third party to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents, and employees, and Licensee as additional insureds.

(vii) Upon City's request, Licensee and City will periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Licensee for risks comparable to those associated with the License Area, then, at its sole discretion, City may require Licensee to increase the amounts or coverage carried by Licensee hereunder to conform to the general commercial practice.

Licensee thereafter will provide City with certificates of insurance or insurance policies at least ten (10) days before the expiration dates of any expiring policies.

At no cost to City, Licensee is responsible for separately insuring the personal property of Licensee or any of its Agents or Invitees for all damage of any kind, regardless of fault or liability.

19. Compliance with Laws. At its expense, Licensee will conduct and cause to be conducted all activities permitted by this License on the License Area, the Community Hub, the Third Floor Meeting Rooms, and the Common Areas in a safe and reasonable manner and in compliance with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, "**Laws**") of any governmental or other regulatory entity with jurisdiction (including the Americans with Disabilities Act) and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the Parties. At its sole expense, Licensee will procure and maintain in force at all times during its use of the License Area all business and other licenses or approvals necessary to conduct the activities allowed by this License. City is entering into this License in its capacity as a property owner with a proprietary interest in the License Area and not as a regulatory agency with police powers. No approval by City for purposes of this License will be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this License will limit

Licensee's obligation to obtain all regulatory approvals at Licensee's sole cost, or limit in any way City's exercise of its police powers.

Licensee will keep itself fully informed of City's Charter, codes, ordinances, and regulations and all state and federal laws, rules, and regulations affecting the performance of this License, and will at all times comply with those laws and regulations. Licensee agrees to maintain its good standing as a nonprofit at all times during the Term of this License. Licensee's obligation to maintain good standing includes Licensee's continued timely submission of all required information and payments when due to the California Secretary of State, Franchise Tax Board, Internal Revenue Service, California Attorney General's Registry of Charitable Trusts, or any other applicable agency or entity. Licensee will immediately notify City of any voluntary or involuntary change to its good standing status or in its eligibility, rights, and privileges as a statutory entity. Upon City's request, Licensee will provide documentation demonstrating its compliance with all applicable Laws. If Licensee will use any contractors or other third parties to provide the Local Community Services, Licensee is responsible for ensuring they comply with all applicable Laws. Any failure by Licensee, or any of its contractors or third parties providing Local Community Services, to remain in compliance with applicable Laws will be a material breach of this License.

20. City's Right to Cure Defaults by Licensee. If Licensee fails to perform any of its obligations under this License to restore the License Area or repair damage, or if Licensee defaults in the performance of any of its other obligations under this License, then City may, at its sole option, remedy the failure for Licensee's account and at Licensee's expense by providing Licensee with three (3) days' prior written or oral notice of City's intention to cure the default (except that no prior notice will be required in an emergency as determined by City). No actions taken by City will be construed as a waiver of any rights or remedies of City under this License or otherwise, and nothing in this License will imply any duty of City to do any act that Licensee is obligated to perform. Licensee will pay to City on demand, all costs, damages, expenses, or liabilities incurred by City, including reasonable attorneys' fees, in remedying or attempting to remedy the default. Licensee's obligations under this Section will survive the termination of this License.

21. No Cost, Liens. Licensee will bear all costs or expenses of any kind or nature in connection with its use of the License Area, and will keep the License Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the License Area.

22. Indemnity. Licensee will indemnify, defend, reimburse, and hold harmless City, its officers, agents, employees, and contractors, and each of them, from and against all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind ("**Claims**"), arising in any manner out of (**a**) any injury to or death of any person or damage to or destruction of any property occurring in, on, or about any part of the License Area or the Common Areas, whether such injury, death, damage, or destruction is caused by the person or property of Licensee, its officers, directors, members, employees, agents, consultants, contractors, or subcontractors (collectively, "**Agents**"), its invitees, guests, or business visitors (collectively, "**Invitees**"), or third persons, relating to any use or activity under this License, (**b**) any failure by Licensee to faithfully observe or perform any term, covenant, or condition of this License, (**c**) the use of the License Area or the Common Areas, or any activities conducted on the License Area by Licensee, its Agents, or Invitees, or (**d**) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents, or Invitees, on, in, under, or about the License Area, any improvements or into the

environment; except solely to the extent of Claims resulting directly from the willful misconduct of City or City's authorized representatives. In addition to Licensee's obligation to indemnify City, Licensee has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if the allegation is or may be groundless, fraudulent, or false, which obligation arises at the time the claim is tendered to Licensee by City and continues at all times thereafter. The foregoing indemnity will include reasonable attorneys', experts', and consultants' fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including damages for decrease in the value of the License Area and claims for damages or decreases in the value of adjoining property. Licensee's obligations under this Section will survive the expiration or other termination of this License.

23. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents, or employees will be liable for any damage to the property of Licensee, its officers, agents, employees, contractors, or subcontractors, or their employees, or for any bodily injury or death to these persons, resulting or arising from the condition of the License Area or its use by Licensee, or Licensee's Agents or Invitees.

(b) Because this License is freely revocable by City, Licensee expressly assumes the risk of making any expenditure in connection with this License, even if the expenditures are substantial. Without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including any claim for inverse condemnation or the payment of just compensation under law or equity, if City exercises its right to revoke or terminate this License.

(c) Licensee acknowledges that it will not be a displaced person at the time this License is terminated or revoked or expires by its own terms, and Licensee fully RELEASES, WAIVES, AND DISCHARGES forever all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

(d) The fees payable pursuant to this License do not take into account any potential City liability for any consequential or incidental damages including lost profits and arising out of disruption to or any facilities or other Licensee improvements or alterations on the License Area; or Licensee's uses of the License Area permitted by this License. City would not be willing to grant this License in the absence of a waiver of liability for consequential or incidental damages resulting from the acts or omissions of City or its departments, commissions, officers, directors, and employees, and by all persons acting by, through, or under each of them, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever all claims, demands, rights, and causes of action against for consequential and incidental

damages (including lost profits) and covenants not to sue for damages City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, arising out of this License or the uses authorized under this License, including any interference with uses conducted by Licensee pursuant to this License, regardless of the cause, and whether or not due to the negligence of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, except for the gross negligence and willful misconduct of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them.

(e) As part of Licensee's agreement to accept the License Area in its "As Is" condition as provided below, and without limiting its agreement, Licensee, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and its officers, agents, and employees, and their respective heirs, successors, administrators, personal representatives, and assigns, from all Claims, whether direct or indirect, known or unknown, foreseen and/or unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the License Area and any related improvements or any applicable Laws or the suitability of the License Area for Licensee's intended use.

(f) In connection with the foregoing releases, Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Licensee acknowledges that the releases contained in this License include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee realizes and acknowledges that it has agreed upon this License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of California Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained in this License will survive any termination of this License.

24. "As Is" Condition of License Area; Disability Access; Disclaimer of Representations. Licensee accepts the License Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, including the suitability, safety, or duration of availability of the License Area or Common Areas, or any facilities thereon, for Licensee's use. Without limiting the foregoing, this License is made subject to all applicable laws, rules, and ordinances governing the use of the License Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether those matters are of record or would be disclosed by an accurate inspection or survey. It is Licensee's sole obligation to conduct an independent investigation of the License Area and all matters relating to its use of the License Area, including the suitability of the License Area for its uses. Licensee, at its own expense, will obtain all permissions or other approvals from any third parties with existing rights as may be necessary for Licensee to make use of the License Area in the manner contemplated under this License.

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Under California Civil Code Section 1938, to the extent applicable to this License, Licensee is hereby advised that the License Area has not undergone inspection by a Certified Access Specialist (“CASp”) to determine whether it meets all applicable construction-related accessibility requirements. A CASp can inspect the License Area and determine if it complies with all the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the License Area, City may not prohibit Licensee from obtaining a CASp inspection of the License Area for the occupancy or potential occupancy of Licensee if requested by Licensee. City and Licensee will mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the CASp inspection fee, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the License Area.

25. Repair of Damage. If any portion of the License Area, the Building, or any property of City located within, on, or about the License Area is damaged by Licensee, its Agents, Invitees, officers, or employees, or as a result of any activities conducted by Licensee, its Agents, Invitees, officers, or employees, City may, at Licensee’s expense, repair or replace any and all damage and restore the License Area or property to its previous condition.

26. Signs. Licensee will not place, erect, or maintain any sign, advertisement, banner, or similar object in, on, or about the License Area, except for any temporary sign that is necessary for Licensee's use within the License Area so long as Licensee first obtains City’s written consent, which City may give or withhold in its sole discretion.

27. No Assignment. This License is personal to Licensee and will not be assigned, conveyed, or otherwise transferred by Licensee under any circumstances. Any attempt to assign, convey, or otherwise transfer this License will be null and void and cause the immediate termination and revocation of this License.

28. Cessation of Use. Licensee will not terminate its activities on the License Area without prior written notice to City.

29. Special Provisions

(a) City’s Option to Relocate Licensee. At any time after Licensee’s execution of this License, City will have the one-time right per Workstation to provide Licensee with a similar workstation elsewhere in the Building, and Licensee, at its cost, will move to that workstation within thirty (30) days. If the new workstation is not reasonably satisfactory to Licensee, Licensee may terminate this License by providing City with written notice of termination within fifteen (15) days after receiving City’s notice. Licensee’s failure to reject the relocation space within that fifteen- (15)-day period will be deemed acceptance of the new workstation. If Licensee accepts the new workstation, then this License and all of its terms and covenants and conditions will remain in full force and effect, the revised floor plan will become part of this License and will reflect the location of the new workstation, and the Use Fee will be adjusted proportionately to reflect the new workstation.

(b) Local Community Service Obligations. Licensee will utilize the License Area to administer Local Community Services (as defined in Recital C) first to residents of the Bayview Hunters Point community and surrounding District 10 neighborhoods, and then to the greater San

Francisco community. Licensee must begin offering programs no later than the third month of the Term. Types of programs may include: _____.

(c) Reporting to the Southeast Community Facility Commission. Beginning three (3) months after the Commencement Date and each three (3) months thereafter, Licensee will submit quarterly Key Performance Indicator (“KPI”) reports in the form attached as **Exhibit G** [Reporting Form] as Licensee’s quarterly written report to the Southeast Community Facility Commission. City reserves the right, at any time during the term, on thirty (30) days’ notice, to change or add to the reporting required by **Exhibit G**, including but not limited to having Licensee submit electronically such data online in a form as required by City. In addition, a knowledgeable officer of Licensee’s management will attend a Southeast Community Facilities Commission meeting twice every year to present and discuss Licensee’s KPI reports.

(d) Special Administrative Charges. Without limiting City’s other rights and remedies set forth in this License, at law, or in equity, if Licensee **(i)** constructs or installs any Alteration without City’s written approval as required by Section 10 [No Alterations Without City’s Prior Written Approval] of this License, **(ii)** fails to provide evidence of the required insurance coverage described in Section 18 [Insurance] above on a timely basis, or **(iii)** fails to fulfill Licensee’s reporting obligations as required by Section 29(c), then, upon City’s written notice of such failure or unauthorized action, Licensee will pay to City, the amount specified in the table below in consideration of City’s administrative cost and expense in providing notice or performing inspections. If Licensee fails to provide the necessary document within the time period set forth in such notice, and City may terminate this License.

<u>Violation</u>	<u>License Section</u>	<u>Initial inspection and/or notice</u>	<u>Follow up inspection and/or notice</u>
Installation of Alterations that are not approved by City	<u>10</u>	\$700.00	\$800.00
Failure to obtain/maintain insurance	<u>18</u>	\$600.00	\$700.00
Failure to fulfill Licensee’s Reporting Obligations	<u>29(c)</u>	\$500.00	\$600.00

The Parties agree that the charges set forth in this Section represent a fair and reasonable estimate of the administrative cost and expense that City will incur in connection with providing notices or performing inspections as set forth above and that City’s right to impose the foregoing charges is in addition to and not in lieu of any and all other rights under this License, at law or in equity. The administrative charges set forth in this Section 29 will be increased on each Adjustment Date by three percent (3%).

30. No Joint Ventures or Partnership; No Authorization. This License does not create a partnership or joint venture between City and Licensee as to any activity conducted by Licensee on, in, or relating to the License Area or Property. Licensee is not a state actor with respect to any activity conducted by Licensee on, in, under, or around the License Area or Property. City’s

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provision of this License does not constitute City's authorization or approval of any activity conducted by Licensee on, in, around, or relating to the License Area or Property.

31. Reserved.

32. Non-Discrimination in City Contracts and Benefits Ordinance.

(a) **Covenant Not to Discriminate.** In the performance of this License, Licensee will not discriminate against any employee of, any City employee working with Licensee, or applicant for employment with, Licensee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) **Other Subcontracts.** Licensee will include in all subcontracts relating to the License Area a non-discrimination clause applicable to such subcontractor in substantially the form of Section 32(a) [Covenant Not to Discriminate] above. In addition, Licensee will incorporate by reference in all subcontracts the provisions of San Francisco Labor and Employment Code Article 131, Section 131.2(a), (c)-(k), and Section 132.3 and will require all subcontractors to comply with these provisions. Licensee's failure to comply with the obligations in this subsection will constitute a material breach of this License.

(c) **Non-Discrimination in Benefits.** Licensee does not as of the date of this License and will not during the Term of this License, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing registration, subject to the conditions set forth in San Francisco Labor and Employment Code Article 131, Section 131.2(b).

(d) **Condition to License.** As a condition to this License, Licensee must contact the San Francisco Contract Monitoring Division ("CMD") prior to executing this License regarding whether Licensee must comply with the City's Equal Benefits Ordinance and/or whether there is an applicable exemption or waiver. Licensee must submit any supporting documentation requested by CMD. By signing this License, Licensee represents that the CMD: (i) determined that the requirements of the Equal Benefits Ordinance are not applicable to this License, or (ii) approved Licensee's Declaration: Nondiscrimination in Contracts and Benefits form, or (iii) acknowledged in writing that an exemption is applicable, or (iv) waived the requirements of the Equal Benefits Ordinance. If requested by City, Licensee shall provide written evidence of CMD's determination to City.

(e) **Incorporation of Labor and Employment Code Provisions by Reference.** The provisions of San Francisco Labor and Employment Code Article 131 and Article 132 relating to

non-discrimination by parties contracting for the license of City property are incorporated in this Section by reference and made a part of this License as though fully set forth. Licensee will comply fully with and be bound by all of the provisions that apply to this License under these Articles of the Labor and Employment Code, including the remedies provided in those Articles. Without limiting the foregoing, Licensee understands that pursuant to Article 131, Section 131.2(h) of the San Francisco Labor and Employment Code, a penalty of \$50 for each person for each calendar day during which the person was discriminated against in violation of the provisions of this License may be assessed against Licensee and/or deducted from any payments due Licensee.

33. Requiring Health Benefits for Covered Employees. To the extent applicable and unless exempt or preempted by other Laws, Licensee will comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (“HCAO”), as set forth in San Francisco Labor and Employment Code Article 121 (“**Article 121**”), including the implementing regulations, as the same may be amended or updated from time to time. The provisions of Article 121 are incorporated into this License by reference and made a part of this License as though fully set forth herein. The text of the HCAO is available on the [OLSE website](#). Capitalized terms used in this Section and not defined in this License will have the meanings assigned to those terms in Article 121.

(a) For each Covered Employee Licensee will provide the applicable health benefit set forth in Section 121.3 of the HCAO. If Licensee chooses to offer the health plan option, the health plan will meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if Licensee meets the requirements of a “small business” as described in Section 121.3(d) of the HCAO, it will have no obligation to comply with subsection (a) above.

(c) Licensee’s failure to comply with any applicable requirements of the HCAO will constitute a material breach by Licensee of this License and City’s remedies will be those set forth in the HCAO. If, within thirty (30) days after receiving City’s written notice of a breach of this License for violating the HCAO, Licensee fails to cure the breach or, if the breach cannot reasonably be cured within the 30-day period, Licensee fails to commence efforts to cure within the cure period, or thereafter fails to diligently pursue the cure to completion, City will have the remedies set forth in Section 121.5(f)(1-5) of the HCAO. Each remedy is exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Contract or Subcontract regarding services to be performed on the License Area entered into by Licensee will require the Contractors and Subcontractors, as applicable, to comply with the requirements of the HCAO and will contain contractual obligations substantially the same as those set forth in this Section. Licensee will notify the Contracting Department when it enters into a Contract or Subcontract and will certify to the Contracting Department that it has notified the Contractor or Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on the Contractor or Subcontractor through written agreement with the Contractor or Subcontractor. Licensee will be responsible for ensuring compliance with the HCAO by each Contractor and Subcontractor performing services on the License Area. If any Contractor or Subcontractor fails to comply, City may pursue the remedies set forth in this Section against Licensee, provided that the Contracting Department has first provided Licensee with notice and an opportunity to cure the violation.

(e) Licensee will not discharge, reprimand, penalize, reduce the compensation of, or otherwise discriminate against, any employee for notifying City of any issue relating to the HCAO, for opposing any practice proscribed by the HCAO, for participating in any proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Licensee represents and warrants that it is not an entity that was set up or is being used, for the purpose of evading the requirements of the HCAO.

(g) Licensee will keep itself informed of the current requirements of the HCAO, as may be revised during the Term.

(h) Upon request, Licensee will provide reports to City in accordance with any reporting standards promulgated by City under the HCAO, including reports on Subcontractors or Contractors.

(i) Within five (5) business days after any request by City, Licensee will provide City with access to pertinent records relating to any Licensee's compliance with the HCAO. In addition, City and its officers, agents, and employees may conduct random audits of Licensee at any time during the Term. Licensee will cooperate with City in connection with any audit.

34. Notification of Prohibition on Contributions. Licensee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing of any land or building to or from City whenever the transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by that individual, or (c) a committee controlled by that individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for the contract or twelve months after the date the contract is approved. Licensee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Licensee further acknowledges that (i) the prohibition on contributions applies to each Licensee; each member of Licensee's board of directors, and Licensee's chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Licensee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensee; and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Licensee certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

35. Tropical Hardwoods and Virgin Redwoods. City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application

of Sections 802(b) and 803(b) of the San Francisco Environment Code. Except as permitted by the application of Sections 802(b) and 803(b), Licensee will not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this License.

36. Taxes, Assessments, Licenses, License Fees, and Liens.

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on that interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.

(b) Licensee will pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest created by this License and will pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee’s usage of the License Area that may be imposed upon Licensee by law, all of which will be paid when the same become due and payable and before delinquency.

(c) Licensee will not allow or suffer a lien for any taxes or charges to be imposed upon the License Area or upon any equipment or property located on the License Area without promptly discharging the same, provided that Licensee may contest the validity of the same by paying under protest or posting adequate (at City’s sole discretion) security during any contest.

(d) San Francisco Administrative Code Sections 23.38 and 23.39 require that City report certain information relating to this License, and any renewals of this License, to the County Assessor within sixty (60) days after any renewal, and that Licensee report certain information relating to any assignment of or transfer under this License to the County Assessor within sixty (60) days after any assignment or transfer transaction. Licensee will provide this information as may be requested by City to enable City to comply with this requirement.

37. Notices. Except as otherwise expressly provided in this License, service of notices and demands given under this License will be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested, or next-business-day courier, to City and to Licensee at the addresses specified below. Properly addressed notices issued pursuant to this License will be deemed given on the date personal delivery is made or if sent by a method that provides confirmation of delivery, on the earliest of confirmed delivery or confirmed attempted delivery:

<u>Party</u>	<u>Address</u>
City:	San Francisco Public Utilities Commission Real Estate Services Division 525 Golden Gate Avenue, 10 th Floor San Francisco, California 94102 Attn: Real Estate Director Re: 1550 Evans Avenue – Community Hub

	Telephone: (415) 487-5210 Email: RES@sfgwater.org
With a copy to:	Southeast Community Facilities Commission 1550 Evans Avenue San Francisco, California 94124 Attn: Executive Director Telephone: (415) 821-2043 Email: ERogersPharr@sfgwater.org
and to:	Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, California 94102-4682 Attn: Real Estate & Finance Group Re: 1550 Evans Avenue – Community Hub
Licensee:	_____ _____ _____

Notices under this License will be deemed given two (2) days after the date when it has been mailed if sent by first class, certified, or overnight courier, or on the date personal delivery is made. For the convenience of the Parties, copies of notices may be sent by email, but no notice sent only by email will be deemed given and will not be binding on the Parties.

38. Prohibition of Tobacco Sales and Advertising. No advertising or sale of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product.

39. Prohibition of Alcoholic Beverage Advertising. No advertising of alcoholic beverages is allowed on the License Area. For purposes of this Section, “alcoholic beverage” will be defined as set forth in California Business and Professions Code Section 23004, and will not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

40. Restrictions on Pesticides. Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or “IPM Ordinance”) describes an integrated pest management (“IPM”) policy to be implemented by all City departments. Licensee will not use or apply or allow the use or application of any pesticides on the License Area or contract with any person or entity to provide pest abatement or control services to the License Area without first receiving City’s written approval of an IPM plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the Term of this License, (b) describes the steps Licensee will take to meet City’s IPM Policy described in Section 300 of the IPM Ordinance and (c) identifies, by name, title, address,

and telephone number, an individual to act as the Licensee's primary IPM contact person with City. Licensee will comply, and will require all of Licensee's contractors to comply, with the IPM plan approved by City and will comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Licensee were a City department. Among other matters, the provisions of the IPM Ordinance: (i) provide for the use of pesticides only as a last resort, (ii) prohibit the use or application of pesticides on property owned by City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City's Department of the Environment), (iii) impose certain notice requirements, and (iv) require Licensee to keep certain records and to report to City all pesticide use at the License Area by Licensee's staff or contractors.

If Licensee or Licensee's contractor will apply pesticides to outdoor areas at the License Area, Licensee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("CDPR") and any pesticide application will be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the [San Francisco Department of the Environment website](#).

41. Conflict of Interest. Licensee acknowledges that it is familiar with the provisions of Section 15.103 of City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the California Government Code and certifies that it does not know of any facts that would constitute a violation of said provisions. If Licensee becomes aware of any fact that would constitute a violation of these provisions during the Term of this License, Licensee will immediately notify City.

42. Disclosure. City's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Act (Gov't Code Section 7920.000 et seq.), apply to this License and all records, information, and materials related to this License submitted to City in connection with this License. Accordingly, all records, information, and materials may be subject to public disclosure in accordance with City's Sunshine Ordinance and the State Public Records Act. Licensee authorizes City to disclose any records, information, and materials submitted to City in connection with this License.

43. Food Service and Packaging Waste Reduction. Licensee will comply fully with and be bound by all of the applicable provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this License by this reference and made a part of this License as though fully set forth. Capitalized terms used in this Section that are not otherwise defined in this License have the same meaning assigned to those terms in San Francisco Environment Code, Chapter 16. Accordingly, Licensee acknowledges that City contractors and lessees may not use Disposable Food Service Ware that contains Polystyrene Foam in City Facilities while performing under a City contract or lease and will instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this License.

44. Severability. If any provision of this License, or its application to any person, entity, or circumstance, will be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this License, or the application of any provision to persons, entities, or circumstances

other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this License will be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this License.

45. Cooperative Drafting. This License has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the License reviewed and revised by legal counsel. No Party will be considered the drafter of this License, and no presumption or rule that an ambiguity will be construed against the Party drafting the clause will apply to the interpretation or enforcement of this License.

46. Registry of Charitable Trusts. Licensee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this License. Licensee will immediately notify City of any change in its eligibility to perform under the License. Upon City request, Licensee will provide documentation demonstrating its compliance with applicable legal requirements. If Licensee uses any subcontractors to perform under this License, Licensee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of contract execution and for the duration of the agreement. Any failure by Licensee or any subcontractors to remain in good standing with applicable requirements is a material breach of this License.

47. Intentionally Omitted.

(e) (a) San Francisco Packaged Water Ordinance. Licensee will comply with San Francisco Environment Code Chapter 24 ("**Chapter 24**"). Licensee will not sell, provide, or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this License or on City property unless Licensee obtains a waiver from City's Department of the Environment. If Licensee violates this requirement, City may exercise all remedies in this License and the Director of City's Department of the Environment may impose administrative fines as set forth in Chapter 24

48. Qualified Commercial Tenant. Commercial Tenant Protection Act. Under California law, a 'qualified commercial tenant' is defined as: a tenant of commercial real property that meets both of the following requirements:

(i) The tenant is a microenterprise, a restaurant with fewer than 10 employees, or a nonprofit organization with fewer than 20 employees.

(ii) (I) Subject to subclause (II), the tenant has provided the landlord, within the previous 12 months, a written notice that the tenant is a qualified commercial tenant and a self-attestation regarding the number of employees, at such time, the protections under this subdivision come into place.

(iii)(II) Unless the tenancy is from week to week, month to month, or other period less than a month, the tenant provided the notice and self-attestation described in subclause (I) before or upon execution of the lease, and annually thereafter, at such time the protections under this subdivision come into place.'

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Licensee hereby represents and warrants that, as of the date of Licensee's execution of the License, it is not a microenterprise, a restaurant with fewer than 10 employees, or a nonprofit organization with fewer than 20 employees and is not a 'qualified commercial tenant' as defined in California SB 1103. Licensee shall provide City with notice if at any time during the Term, Licensee is deemed a 'qualified commercial tenant' as defined in California SB 1103.

49. General Provisions. (a) This License may be amended or modified only by a writing signed by City and Licensee. (b) No waiver by any Party of any of the provisions of this License will be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in a written waiver. No waiver will be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) The exhibits referenced in and attached hereto are incorporated into this License. (d) This License contains the entire agreement between the Parties regarding the subject matter of this License, and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this License. (e) The Section and other headings of this License are for convenience of reference only and will be disregarded in the interpretation of this License. (f) Time is of the essence in all matters relating to this License. (g) This License will be governed by California law and City's Charter. (h) If either Party commences an action against the other or a dispute arises under this License, the prevailing party will be entitled to recover from the other reasonable attorneys' fees and costs. For purposes of this License and the indemnifications set forth in this License, reasonable attorneys' fees of City will be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City's use of its own attorneys. (i) If Licensee consists of more than one person then the obligations of each person will be joint and several. (j) Licensee may not record this License or any memorandum of this License. (k) Subject to the prohibition against assignments or other transfers by Licensee hereunder, this License will be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns. (l) Any sale or conveyance of the property burdened by this License by City will automatically revoke this License. (m) Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. (n) Whenever this License requires City's or the SFPUC's consent or approval, the General Manager of the SFPUC, or their designee, will be authorized to provide such consent or approval, except as otherwise provided by applicable Laws, including City's Charter, or by the SFPUC's Real Estate Guidelines. No consent, approval, election, or option will be effective unless given, made, or exercised in writing. (o) This License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. (p) Use of the word "including", or similar words will not be construed to limit any general term, statement, or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used. (q) Each person executing this License on Licensee's behalf does hereby represent and warrant that Licensee has full right and authority to enter into this License, and that each person signing on behalf of Licensee is duly authorized to bind Licensee to the terms and conditions of this License. Upon City's request, Licensee will provide documentation confirming the foregoing representations and warranties.

[SIGNATURES ON FOLLOWING PAGE]

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LICENSEE:

a _____

By: _____
Name _____
Title _____

Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
DENNIS J. HERRERA
General Manager
San Francisco Public Utilities Commission
(Authority Pursuant to SFPUC Resolution No. 24-
0185)

Date: _____

APPROVED AS TO FORM:

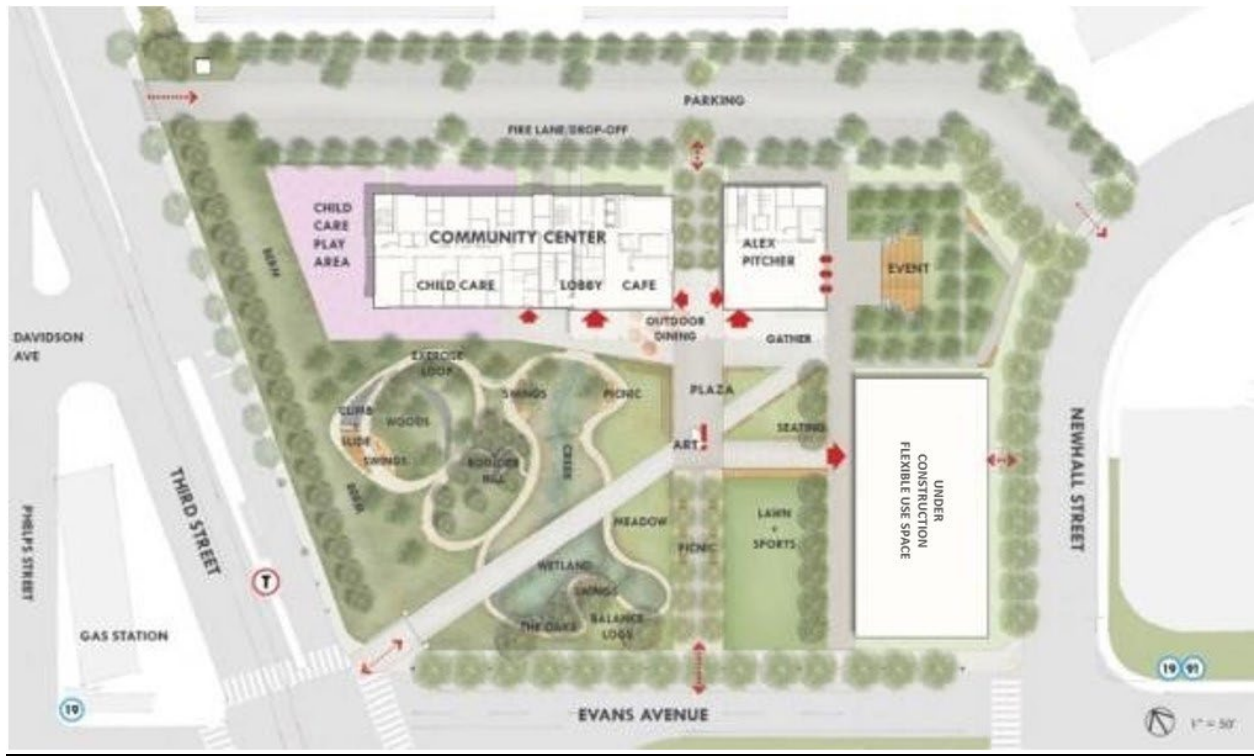
DAVID CHIU
City Attorney

By: _____
Vincent Brown
Deputy City Attorney

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EXHIBIT A

Site Plan of the Building and the Property



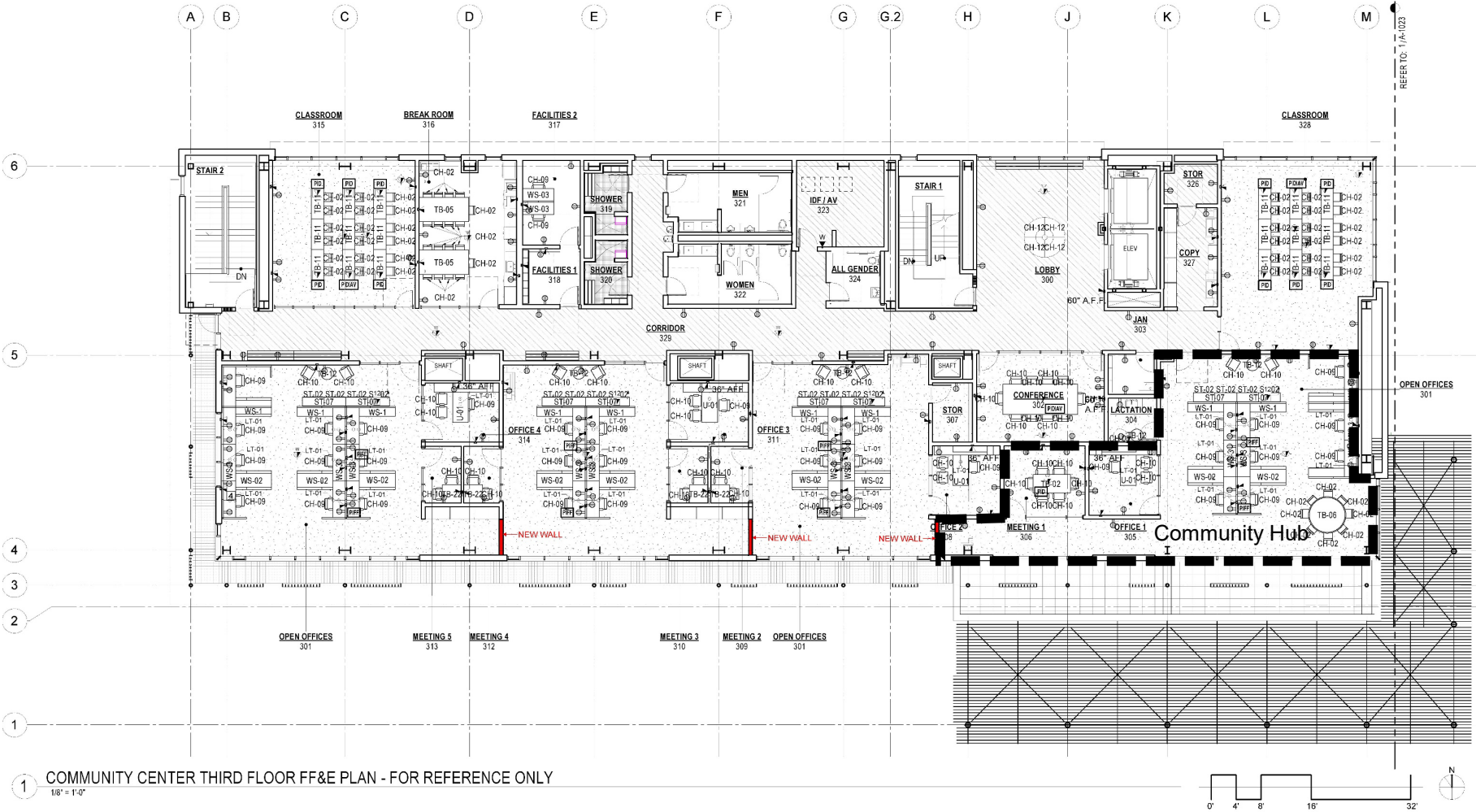
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EXHIBIT A-1

Community Hub

[see attached]

License Exhibit A-1: Community Hub



1 COMMUNITY CENTER THIRD FLOOR FF&E PLAN - FOR REFERENCE ONLY
1/8" = 1'-0"

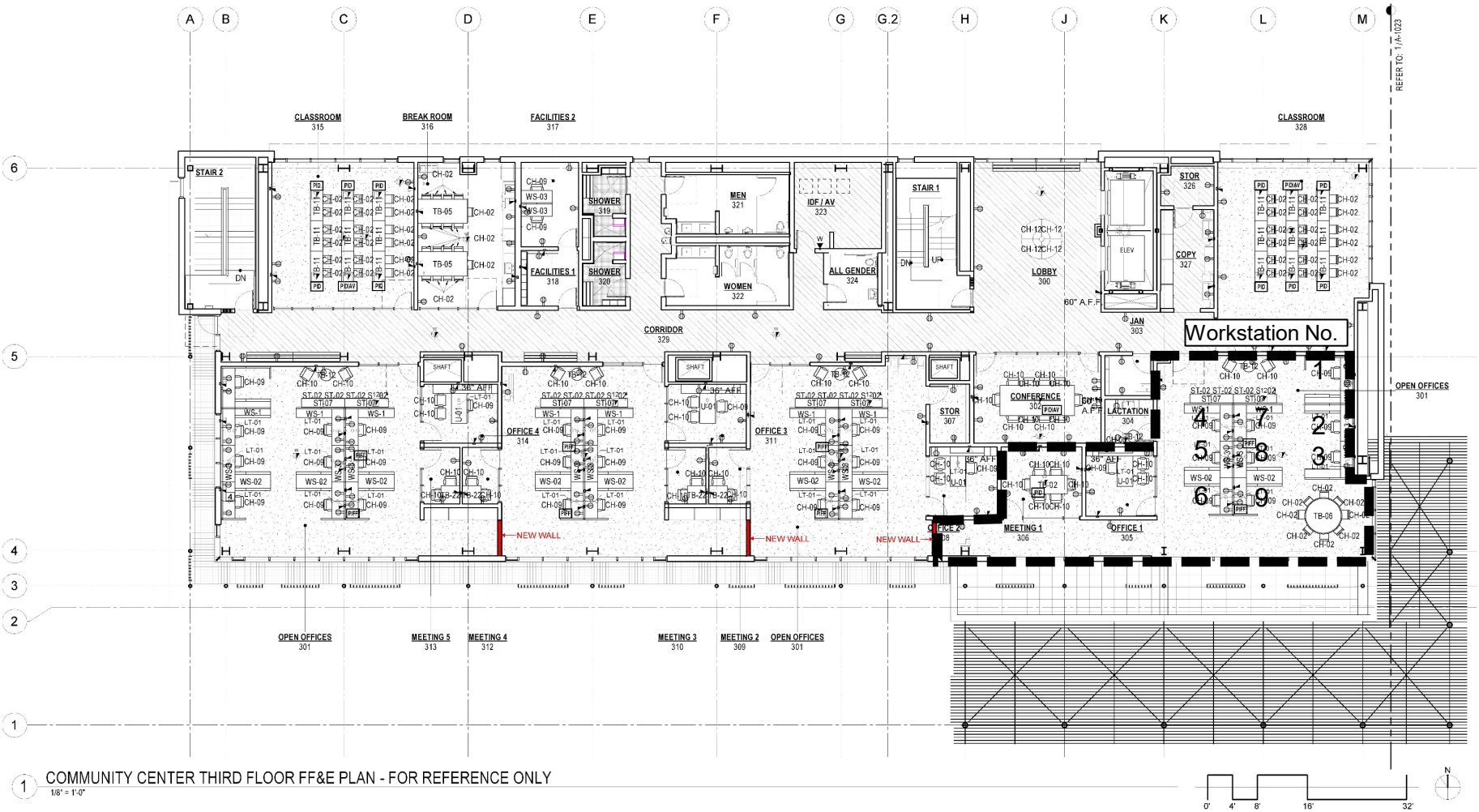
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EXHIBIT B

License Area Workstations

[see attached]

License Exhibit B: License Area Workstations



1 COMMUNITY CENTER THIRD FLOOR FF&E PLAN - FOR REFERENCE ONLY
1/8" = 1'-0"

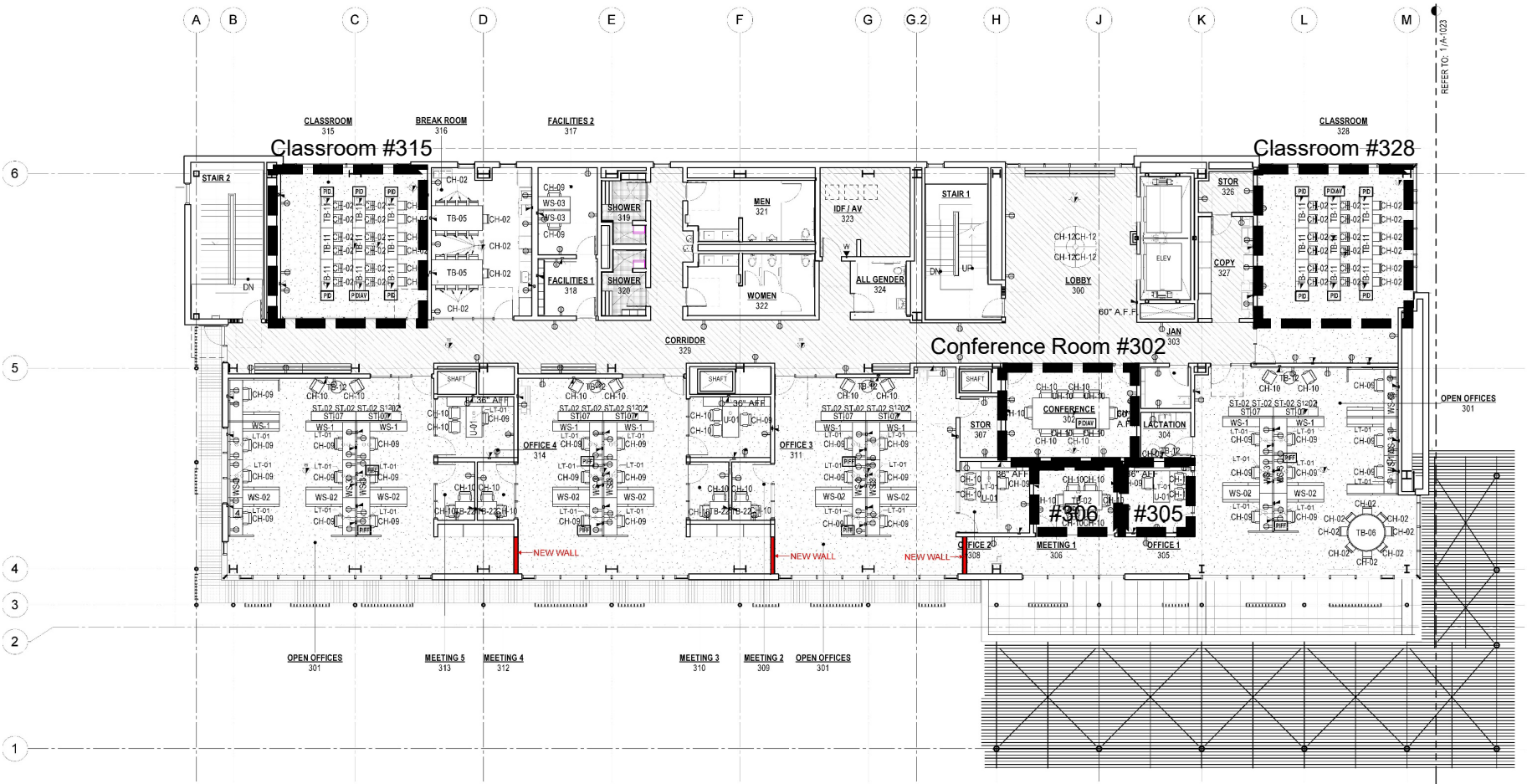
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EXHIBIT C

Third Floor Meeting Rooms and Community Hub Conference Rooms

[see attached]

License Exhibit C: Third Floor Meeting Rooms and Community Hub Conference Rooms



1 COMMUNITY CENTER THIRD FLOOR FF&E PLAN - FOR REFERENCE ONLY
1/8" = 1'-0"

EXHIBIT D

Standard Utilities and Services

The standards set forth below describe the basic utilities and services presently in effect for the Building. City reserves the right to adopt any nondiscriminatory modifications and additions to the standards that do not materially impair Licensee's rights under this License or Licensee's use of the License Area. City will give Licensee reasonable advance notice, in accordance with the provisions of this License, of any material modifications and additions, which will be subject to Licensee's reasonable approval.

Subject to the terms and conditions of this License, City will provide the following basic utilities and services:

A. Elevator. Unattended automatic passenger elevator facilities serving the floor(s) on which the License Area are located, on a 24-hours a day, 7-days a week basis.

B. Ventilation; Heating and Air-Conditioning. Ventilation to the License Area, and air-conditioning and heating to the License Area in season, Monday through Friday, except holidays generally recognized in the City of San Francisco, from 7:00 a.m. to 6:00 p.m., and at the temperatures and in the amounts as City deems reasonably necessary for the comfortable occupancy of the License Area, subject to applicable Laws. No member of Licensee nor its Agents or Invitees may alter, adjust, tamper with, or in any manner affect the installations or facilities supplying climate control to the Building or the License Area.

C. Electricity. Electric current to the License Area on a 24-hours a day, 7-days a week basis, in a quantity as reasonably determined by City to service standard office lighting and normal fractional horsepower office machines. No member of Licensee nor its Agents or Invitees may connect any apparatus or device with wires, conduits, or pipes, or other means by which the services are supplied, for the purpose of using additional or extraordinary amounts of the services without City's prior written consent. At all times, use of electric current by any member of Licensee or its Agents or Invitees may not exceed the capacity of feeders to the Building or the risers or wiring installation, except as provided in working drawings to City.

D. Water. Water available at current points of supply in public areas for drinking and lavatory purposes only, and on a 24-hours a day, 7-days a week basis.

E. Janitorial Service. Building standard janitorial service to the License Area on a 5-days per week basis, Monday through Friday, except holidays generally recognized in the City of San Francisco, provided the License Area is kept reasonably in order by Licensee. Licensee will pay to City any cost incurred by City in excess of the services generally provided for other licensees in the Building. Licensee also will pay City the cost of removal of any of Licensee's extraordinary refuse, recycling, or rubbish.

F. Refuse. Licensee will abide by all current and future composting, recycling, and refuse rules established by City.

G. Pest Control. Licensee will abide by all current and future pest control rules established by City

EXHIBIT E

Rules and Regulations

1. Licensee acknowledges and agrees that the Building is an open space concept collaborative building, and therefore, Licensee is solely responsible for securing, storing, and removing its equipment including laptops, cell phones, personal belongings, and confidential materials. City has no responsibility for theft or damage of any kind for any such equipment and materials.
2. Licensee may not obstruct the sidewalks, halls, passages, exits, entrances, elevators, and stairways of the Building or use them for any purpose other than for ingress to and egress from the License Area. City retains the right to control and prevent access to the halls, passages, exits, entrances, elevators, trash collection area, and stairways that are not for the use of the general public, and City retains the right to control and prevent access of all persons whose presence in City's judgment would be prejudicial to the safety, character, reputation, and interests of the Building and its tenants, but that nothing in these Rules and Regulations may be construed to prevent access to persons with whom Licensee normally deals in the ordinary course of its business, unless those persons are engaged in illegal activities. Licensee may not go on the roof of the Building.
3. No sign, placard, picture, art, name, advertisement, or notice may be installed or displayed by Licensee on any part of the outside or inside of the Building, the Common Areas, or the License Area without City's prior written consent. At Licensee's expense and without notice, City may remove any item installed or displayed in violation of this rule. All approved items will be printed, painted, affixed, or inscribed at Licensee's expense by a person approved by City, which approval will not be unreasonably withheld. Material visible from outside the Building will not be permitted.
4. The License Area and Common Areas may not be used by Licensee for lodging of any kind.
5. Licensee may not cook or permit cooking on the License Area, except that Licensee's use of City pre-approved appliances, such as Underwriters' Laboratory-approved portable equipment for brewing coffee, tea, hot chocolate, and similar beverages, is permitted if done in accordance with all applicable Laws.
6. Licensee will not employ any person or persons other than City's janitor to clean the License Area, unless City otherwise agrees in writing. Except with City's written consent, no person or persons other than those approved by City, which such approval may be conditioned on prior proof of appropriate insurance, will be permitted to enter the Building to clean the License Area or provide other services. Licensee will not cause any unnecessary labor because of Licensee's carelessness or indifference in the preservation of good order and cleanliness and will follow all instructions for the disposal of refuse.
7. Licensee will not employ any person or persons other than City's maintenance staff to repair the License Area or the furniture unless City otherwise agrees in writing, which approval may be conditioned on prior proof of appropriate insurance. Except with City's written consent, no person or persons other than those approved by City will be permitted to enter the Building for any addition, alteration, or repair of the License Area. Licensee will not cause any unnecessary

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labor because of Licensee's carelessness or indifference in the preservation of good order and appropriate use of the Building systems.

8. City will furnish each of Licensee's employees one (1) badge (also known as a keycard) to the License Area, free of charge. Licensee may be required to sign a separate Badge Procedures Agreement. City will require a \$40 badge replacement fee for badges that are lost, misplaced, or damaged. Licensee will coordinate with City to ensure that only Licensee's current employees possess active badges. Licensee must notify City when Licensee no longer employs an employee in order for City to deactivate the badge. Licensee must return deactivated employee badges to City within three (3) business days of any employee's cessation of employment. Licensee will not alter any lock, clone any badge, or install any new or additional locking devices or access control measures to the Premises. On the Expiration Date or other termination of this License, Licensee will return to City all badges to the License Area and will be charged a reasonable fee for each badge not returned to City.

9. Licensee will schedule with City, by written notice given no less than five (5) business days in advance, its move into or out of the Building. Moving may occur only on weekend days unless otherwise permitted by City. Licensee will reimburse City on demand for any additional security or other charges incurred by City as a consequence of Licensee's moving. The persons employed by Licensee to move equipment or other items in or out of the Building must provide insurance in advance, acceptable to City naming City as an additional insured

10. All loading and unloading of merchandise, supplies, materials, garbage, and refuse will be through the doors and at the times as City may designate. For deliveries to the Building, Licensee may not obstruct or permit the obstruction of the Common Areas, and at no time may Licensee park vehicles in the loading or parking areas except for immediate loading and unloading purposes.

11. Licensee is responsible for adequately protecting the floors, corners, and corridor walls used in the delivery or moving of merchandise, equipment, materials, supplies, furniture, or other items brought into or out of the Building. Licensee will only use hand-trucks in the License Area or the Common Areas of the Building that are equipped with rubber tires and side guards. No vehicles of any kind may be brought by Licensee into the Building or kept in or about the License Area. If considered necessary by City, City may require floor protection of a thickness necessary to properly distribute the weight of the objects. City will not be responsible for loss of or damage to any of Licensee's property from any cause. All damage done to the Building by any delivery or moving Licensee's property or merchandise will be repaired at the expense of Licensee.

12. Licensee may not use or keep in the License Area or the Building any kerosene, gasoline, or flammable, combustible, or noxious fluid or materials or use any method of heating or air conditioning other than those limited quantities necessary for the operation and maintenance of normal office equipment. Licensee will not use, keep, or permit or suffer the License Area to be occupied or used in a manner offensive or objectionable to City or other occupants of the Building because of noise, odors, and/or vibrations, or interfere in any way with other occupants or those having business in the Building.

13. City reserves the right to exclude from the Building between the hours of 7 p.m. and 7 a.m. and at all hours on Saturdays, Sundays, and legal holidays all persons who do not present a pass to the Building signed by City and properly in the possession of the person presenting the pass. City will furnish passes to persons as requested by Licensee in writing. Licensee will be

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responsible for all persons for whom it requests passes and will be liable to City for all acts of those persons. City will in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement, or other circumstances rendering action advisable in City's opinion, City reserves the right to prevent access to the Building by any action as City may deem appropriate, including closing any doors in the Building.

14. The directory of the Building will be provided for the display of the name and location of occupants. City reserves the right to exclude any names from the directory. City must approve any additional name that Licensee desires to place on the directory, and, if so approved, a charge will be made for each name.

15. Licensee may not cut or bore holes for wires in the partitions, woodwork, or plaster of the License Area. Licensee may not affix any floor covering to the floor of the License Area in any manner except as approved by City.

16. No curtains, draperies, blinds, shutters, shades, screens, or other coverings, hangings, or decorations may be attached to, hung or placed in, or used in connection with any window of the Building without City's prior written consent.

17. Licensee will ensure that the doors of the License Area are closed and locked and that all water faucets, water apparatus, and utilities are shut off before Licensee leaves the License Area each day, to prevent waste or damage. For any Licensee default or carelessness, Licensee will pay for, repair, or otherwise compensate for all injuries and damages sustained by other occupants or occupants of the Building or City. On multiple-tenancy floors, all occupants will keep the doors to the Building corridors closed at all times except for ingress and egress, and all occupants. Licensee will at all times comply with any rules or orders of the fire department with respect to ingress and egress.

18. The toilet rooms, toilets, urinals, wash bowls, and other apparatus may not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever may be deposited in them. The expense of any breakage, stoppage, or damage resulting in any violation of this rule will be borne by Licensee.

19. Except with City's prior written consent, Licensee may not store, sell, or permit the sale from the License Area of, or use or permit the use of any sidewalk or Common Areas for the sale of, newspapers, magazines, periodicals, theater tickets, or any other goods or merchandise. Licensee may not carry on, or permit, or allow any employee or other person to carry on, any business in or from the License Area or any other portion of the Building for the service or accommodation of occupants, and the License Area may not be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in this License.

20. Licensee may not install any radio or television antenna, loudspeaker, or other device on or about the roof area or exterior walls of the Building or in the Common Areas. Licensee will not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

21. Licensee will store all its trash and garbage within the License Area. No materials may be placed in the Common Area, Common Area trash boxes or receptacles. If the materials are of a nature that it may not be disposed of in the ordinary and customary manner of recycling, removing

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and disposing of trash and garbage in the City of San Francisco (for example batteries), Licensee, at its cost, is responsible for such disposal.

22. Canvassing, soliciting, peddling, or distribution of handbills or any other written material in the Building is prohibited and Licensee will cooperate to prevent the forgoing.

23. Upon City's request (which request need not be in writing), Licensee will immediately reduce its lighting and equipment for temporary periods designated by City, when required in City's judgment to prevent overloads of the mechanical or electrical systems of the Building.

24. City reserves the right to select the name of the Building and change of name as it deems appropriate from time to time, and Licensee will not refer to the Building by any name other than **(a)** the name as selected by City (as the same may be changed from time to time), or **(b)** the postal address approved by the United States Post Office. Licensee will not use the name of the Building in any respect other than as an address of its operation in the Building without City's prior written consent.

25. Licensee assumes all responsibility for protecting its License Area from theft, robbery, pilferage, and damage, which includes keeping doors locked and other means of entry closed.

26. No vending machine may be maintained or operated within the License Area or the Building without City's prior written consent.

27. All incoming mail and package deliveries will be received at the area in the Building designated by City for that purpose and distributed through means established by City. No messenger or other delivery personnel will be permitted to enter any area of the Building other than the area designated by City for the pick-up and receipt of deliveries.

28. City reserves the right to exclude or expel from the Building any person who is, in City's judgment, intoxicated or under the influence of alcohol or other drug, or who is in violation of any of these Rules and Regulations of the Building.

29. No animal or bird is permitted in the License Area or the Building, except for trained service animals when in the company of their masters.

30. The requirements of Licensee will be attended to only on request received by telephone or writing or in person at the management office of the Building. City employees will not perform any work or do anything outside of their regular duties unless under special instructions from City.

31. City may waive any one or more of these Rules and Regulations for the benefit of any particular licensee or tenant, but no waiver by City may be construed as a waiver of these Rules and Regulations in favor of any other licensee or tenant or prevent City from later enforcing any Rules and Regulations against any or all of the occupants of the Building.

32. Wherever the word "tenant" or "Licensee" occurs in these Rules and Regulations, it means tenant's or Licensee's associates, agents, clerks, employees, and visitors. Wherever the word "City" occurs in these Rules and Regulations, it means City's assigns, agents, officers, employees, and visitors.

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33. These Rules and Regulations are in addition to and will not be construed in any way to modify, alter, or amend, in whole or part, the terms, covenants, agreements, and conditions of the License of the License Area in the Building.

34. City reserves the right to make other and reasonable rules and regulations as in its judgment may be needed from time to time for the safety, care, and cleanliness of the Building, and for the preservation of good order.

35. Licensee will be responsible for the observance of all the Rules and Regulations by Licensee's employees, agents, clients, customers, invitees, and guests.

EXHIBIT F

[INTENTIONALLY OMITTED]

EXHIBIT G
Reporting Form
[see attached]

INSTRUCTIONS

Reporting Timeline

The City and County of San Francisco Fiscal Year dates are July 1 – June 30. Resident Partners are required to submit reports on a quarterly basis.

	Resident Partner Information
Name	
Organization	
Title	
Phone Number	
Email Address	

Instructions

The Key Performance Indicator (KPI) reports are designed to track the programs, activities, and impact of Resident Partners at the SECC. Resident Partners are required to submit reports on a quarterly basis. All reports should be emailed to the Resident Partner Liaison (residentpartners@sfgwater.org)

KPI Report Guidelines:

1. KPI reports should only include impact at the SECC, do not include data on programs or events operating outside of the center
2. To help measure impact over time, please report on the same programs each reporting period. If you would like to report on a new program, please note this in your submission.
3. All numeric data must be reported as whole numbers, not percentages.
4. If a data field is not tracked by your organization, please write "data unavailable" in lieu of a numeric value.
5. Please follow the guidelines in each section, as some data fields have specific definitions.

IMPACT

Programs Overview	Program #1	Program #2	Program #3	Total
Name of Program				Leave blank
Program and Service Categories <i>Select up to three: Economic Development; Environmental Justice and Advocacy; Financial Empowerment; Health and Well-Being; Workforce Development and Education, Senior, Youth, and Families.</i>				Leave blank
Program or Service Description <i>Provide a program description of all programs and services operating at SECC. (Maximum 200 word count)</i>				Leave blank
Program Success Stories <i>Share a participant success story. Include any testimonials, quotes, photos, or feedback on the participants experience at the SECC.</i>				Leave blank
Schedule of Programs or Services <i>Share the schedule for each program or service during the reporting period. (e.g. Mondays 4-7pm)</i>				Leave blank

Programs Impact	Program #1	Program #2	Program #3	Total
Total Participants Served <i>Participants served is defined as individuals who received at least one service during the reporting period. Services include but are not limited to child care, case management, consulting, coaching, classes, funding, or workshops.</i>				

Age <i>Identify which age groups are served by this program, include all that apply. Infants and Toddlers (0-5); Youth (Under 17); TAY (18-24); Adult (25-54); Older Adults (55+)</i>				Leave blank
Gender Identity <i>Provide the # of individuals in each category and only include participants age 12 and older. Note: The number of individuals in this category should match the number of participants served.</i>	Leave blank	Leave blank	Leave blank	Leave blank
Female				
Male				
Transgender				
Genderqueer or Gender Non-binary				
Not listed, please specify				
Declined to State				
Data Unknown or Unavailable				
Total				
Race and Ethnicity <i>Provide the # of individuals in each category. Note: The number of individuals in this category should match the number of participants served.</i>	Leave blank	Leave blank	Leave blank	Leave blank
American Indian or Alaska Native, alone				
Asian, alone				
Black or African-American, alone				
Hispanic, Latino, or Spanish				

Middle Eastern or North African, alone				
Native Hawaiian or Other Pacific Islander, alone				
White, alone				
Other Race, alone				
Two or More Races				
Declined to State				
Data Unknown or Unavailable				
Total				
Residence Zip Code Provide the # of individuals in each category. Note: The number of individuals in this category should match the number of participants served.	Leave blank	Leave blank	Leave blank	Leave blank
Zip Code 94134				
Zip Code 94124				
Zip Code 94107				
Other SF Zip Codes				
Unhoused or Experiencing Homelessness				
Non-San Francisco Resident				
Declined to State				
Data Unknown or Unavailable				
District 10 Total				
Other SF Total				

EXHIBIT H

INTERNET USAGE RULES AND REGULATIONS

The Building is equipped with limited Wi-Fi capabilities managed by a third-party contractor. All usage of the City Wi-Fi at the Building will be in accordance with the [Children's Internet Protection Act](#) ("CIPA"), which generally limits content over the internet, which, among other items, is inappropriate for minors. Licensees are subject to the same standards expected in a library or professional workplace regarding internet use. Internet access is provided solely for the Licensee's use in the conduct of its Permitted Use as defined in [Section 2](#) [Permitted Use] of the License and the occasional and required use by the recipient of Licensee's services.

Licensee will faithfully comply with both these City's rules and regulations, which the City and CIPA (together "**Internet Usage Rules and Regulations**") may amend from time to time. Failure to comply with the Internet Usage Rules and Regulations will be a default under the License. City and its third-party contractor will have the right to take all actions to terminate Licensee's internet access immediately.

City and its third-party contractor will not be responsible for the non-performance of the Internet Usage Rules and Regulations by any other tenant or occupant of the Building. City and its third-party contractor will not be responsible for any outages or interruptions in internet service. City and its third-party contractor make no guarantee about the quality of the services provided and are not responsible for any claims, losses, damages, costs, or other obligations arising from the use of the Building's internet service, network, or accounts. City and its third-party contractor will not be responsible for the accuracy or quality of the information obtained through Licensee's access to the Building's internet services. Any statement accessible on the computer network or the internet is understood to be the author's individual point of view and not that of the City and its third-party contractor, affiliates, or employees.

1. Licensee will be limited to ten (10) gigs of usage per month. Usage above this amount will be at City's option and at Licensee's cost.
2. Licensee will be solely responsible for the cost of connecting to the Building's internet systems.
3. Licensee will not share passwords or allow anyone other than Licensee's employees to access the Building's internet systems. Personal use of the Building's internet systems, such as streaming movies, is strictly prohibited.
4. Licensee will be responsible for the costs to correct, repair, or restore the Building's internet systems caused by Licensee's downloading of malware, including ransomware.
5. Licensee will not use the internet connections for nefarious purposes nor access to offensive materials, including but not limited to pornography, obscene material, and other material that may be harmful to minors. City may also block or filter other content deemed inappropriate, lacking educational or work-related content, or posing a threat to the network.
6. Licensee will not use any website, application, or methods to bypass network filtering or perform any other unlawful activities.
7. City, in the enforcement of the Internet Usage Rules and Regulations, reserves the right to monitor Licensee's online activities and reserves the right to access, review, copy, store, or delete any electronic communications or files. Licensee will have no right to

privacy while using the Building's internet systems--including emails, cookies, and internet history.

8. City reserves the right to disclose any electronic activity, including electronic communications, to law enforcement officials or third parties, as appropriate and consistent with applicable law. City will fully cooperate with local, state, or federal officials in any lawful investigation concerning or relating to any illegal activities conducted through the Building's internet systems.
9. Licensee may not engage in any of the activities prohibited by this policy when using or accessing the Building's internet systems. If Licensee is uncertain whether the behavior is prohibited, they should contact SECC staff.
10. City reserves the right to take immediate action regarding activities that (a) create security and/or safety issues for the SECC staff, visitors, tenant partners, SECC network or computer resources, or (b) expends internet capacity on content SECC determines lacks legitimate purpose towards SECC mission and values, or (c) the City determines are inappropriate.
11. City reserves the right to establish additional usage protocols, including mandatory password changes.

Below is a non-exhaustive list of examples of prohibited behavior:

1. Causing harm to others, damage to their property, or City property, such as:
 - Using, posting, or distributing profane, lewd, vulgar, threatening, or abusive language in any digital messaging platforms (email, instant, etc.) or professional social media sites.
 - Accessing, using, posting, or distributing information or materials that are pornographic or otherwise obscene, advocate illegal or dangerous acts, or advocate violence or discrimination. If Licensees inadvertently access such information, they should immediately sever their connection to said content and disclose the inadvertent access to SECC staff.
 - Accessing, posting, or distributing harassing, discriminatory, inflammatory, or hateful material, or making damaging or false statements about others.
 - Sending, posting, or otherwise distributing chain letters or engaging in spamming; illegal acquisition of other visitors' information.
 - Damaging computer equipment, files, data, or the Building's internet systems in any way, including spreading computer viruses, vandalizing data, software, or equipment, damaging or disabling others' electronic property, or engaging in conduct that could interfere or cause a danger of disruption to the Building's programming or business environment;
 - Using the Building's internet systems in a manner that interferes with the appropriate use by Building visitors or the job duties of SECC or City staff, or other tenants.
 - Downloading, posting, reproducing, or distributing music, photographs, video, or other works in violation of applicable copyright laws. Any music, photographs, and/or video should only be downloaded by Licensee during and for their job duties, and not for personal purposes. If a work specifies how that work may be used, the user should

follow the expressed requirements. If Licensees are unsure whether they can use a work, they should request permission from the copyright or trademark owner.

2. Gaining or attempting to gain unauthorized access to the Building's internet systems or any third party's computer system, such as:

- Malicious tampering, phishing, or hacking activities.
- Intentionally seeking information about passwords belonging to other licensees.
- Modifying passwords belonging to other licensees.
- Attempting to log in through another person's account.
- Attempting to gain access to material that is blocked or filtered by City.
- Accessing, copying, or modifying another user's files without authorization.
- Using the password or identifier of an account that does not belong to the user; or
- Engaging in uses that jeopardize access into others' accounts or other computer networks.

3. Using SECC's Internet Systems for commercial purposes, such as:

- Using SECC's Internet Systems for personal financial gain.
- Conducting for-profit business activities, personal advertising, or other business communications not directly related to Licensee's Permitted Use.
- Using the Building's internet systems on behalf of any elected official, candidate, candidates, slate of candidates, or a political organization or committee.

4. Engaging in criminal or other unlawful activities